

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 150, AFL-CIO,

Plaintiff,

vs.

PRAIRIE ROCK
EXCAVATING, L.L.C., an Illinois
limited liability company,

Defendant.

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) CIVIL ACTION
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) NO. 07 C 6938
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) JUDGE: Manning
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) MAGISTRATE JUDGE: Cole
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JUDGMENT ORDER

This matter coming on to be heard upon the Motion of Plaintiff, International Union of Operating Engineers, Local 150, AFL-CIO ("Local 150"), by their counsel, it appearing to the Court that the Defendant, Prairie Rock Excavating, L.L.C., having been regularly served with process and having failed to appear, plead or otherwise defend, and default of said Defendant having been taken, the Court, first being fully advised in the premises and upon further evidence submitted herewith, FINDS:

That it has jurisdiction of the subject matter herein and of the parties hereto.

That the Defendant is bound by the terms of the Master Agreement and collective bargaining agreement or agreements referred to in the Complaint of Plaintiff.

That in June 2006, a dispute arose between Local 150 and Defendant under the terms of the Master Agreement. The parties attempted to resolve the dispute at a Step One conference pursuant to the Master Agreement but were unable to do so.

That pursuant to Step Two of the Master Agreement Local 150 reduced the grievance to writing and sought to set up a meeting whereby it could be resolved, but were unable to do so. Consequently, pursuant to Step Three of the contractual grievance procedure, Local 150 submitted the grievance against Defendant to the Joint Grievance Committee ("JGC").

That the JGC conducted a hearing into the grievance and based upon the evidence presented at the hearing, the JGC awarded Local 150 \$3,340.96 in lost wages and benefits.

That Defendant failed to comply with the award within seven days; therefore, Defendant is required to pay an additional \$334.10 representing ten percent (10%) liquidated damages, or a total of \$3,675.06.

That despite repeated demands by Local 150, Defendant has failed and refused to comply with the JGC award.

That under the Master Agreement in the event the prevailing party is required to file suit to enforce the decision or award, and if it prevails, it shall be entitled to recover its costs, including attorneys' fees, from the losing party. Local 150's costs total \$850.00 and attorneys' fees total \$1,500.00.

That there is no just cause for delay in the entry of a Judgment Order as to the sum of \$6,025.06 owed to the Plaintiff from Defendant.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

That Plaintiff recover from the Defendant, Prairie Rock Excavating, L.L.C., the sum of \$3,675.06.

That Plaintiff recover from the Defendant, the sum of \$850.00 for the costs of these proceedings and the sum of \$1,500.00 for Plaintiff's just and reasonable attorneys' fees.

That Plaintiff recover from the Defendant, Prairie Rock Excavating, L.L.C., the total amount of \$6,025.06, which includes lost wages and benefits, liquidated damages, costs and attorneys' fees.

The Court hereby retains jurisdiction of this cause and all of the parties hereto for the purpose of enforcing this Order.

ENTER:


UNITED STATES DISTRICT COURT

DATED: 6/13/2008

Name and Address of Attorneys for the Plaintiff:

Dale D. Pierson
Elizabeth A. LaRose
Melissa L. Binetti
Lauren S. Shapiro
Local 150 Legal Dept.
6140 Joliet Road
Countryside, IL 60525
(708) 579-6663